

REMARKS

Applicants have considered the outstanding official action. It is respectfully submitted that the claims are directed to patentable subject matter as set forth below.

Claims 15 and 16 are objected to because of informalities. Claims 15 and 16 have been canceled in favor of amended claim 11.

Claims 11-17 are rejected under 35 U.S.C. §101 on the basis that the claimed invention is directed to non-statutory subject matter, i.e., a computer program per se. Claim 11 has been amended to clarify what is being claimed. Applicants submit that the claimed invention is statutory subject matter. Withdrawal of the rejection under 35 U.S.C. §101 is requested.

The rejections based on art are as follows:

- (1) Claims 1, 2, 6-10, 18-20, 22-24 under 35 U.S.C. §102(e) as anticipated by U.S. Patent No. 6,853,980 (Ying);
- (2) Claims 11, 15 and 17 under 35 U.S.C. §102(e) as anticipated by U.S. Patent No. 6,882,344 (Hayes);
- (3) Claim 3 under 35 U.S.C. §103(a) as being unpatentable over Ying;

- (4) Claim 4 under 35 U.S.C. §103(a) as being unpatentable over Ying in view of U.S. Patent Application Publication No. 2003/0119478 (Nagy);
- (5) Claims 5 and 21 under 35 U.S.C. §103(a) as being unpatentable over Ying further in view of U.S. Patent Application Publication No. 2001/0042124 (Barron);
- (6) Claims 12 and 13 under 35 U.S.C. §103(a) as being unpatentable over Hayes in view of Ying;
- (7) Claim 14 under 35 U.S.C. §103(a) as being unpatentable over Hayes in view of Barron; and
- (8) Claim 16 under 35 U.S.C. §103(a) as being unpatentable over Hayes.

It is noted that claim 1, 11 and 18 are the only independent claims. Claims 7-9, 12, 15-16 and 22-24 have been canceled in favor of their respective base claims. Applicants submit that the claims are patentable over the applied art.

Claims 1, 11 and 18 have been amended to clarify what is being as the invention. The invention is directed to methods and systems for font rental. This invention is distinct from conventional methods and systems of purchasing or licensing fonts on a permanent or perpetual basis. Applicants invention provides for control of the degree to which an end user can access the font and how long the font

is available to the user. Cost to the end user therefore, can be reasonable since the user is not required to purchase more than what is needed. The enforcement of the limited term of the rental is part of the methods and systems of the invention (see the specification at page 4, lines 4-9). Claims 1, 11 and 18 set forth that a requested font is provided for a predetermined period of time and for a predetermined use access based on subscription information provided by a font consumer, that the requested font is tracked so that the time and use of the requested font conforms to the predetermined period of time and access, and that the requested font is disabled upon expiration of the predetermined period of time. The applied art does not teach or suggest applicants' invention.

More particularly, Ying is primarily directed to a system for identifying fonts by matching certain font specifications. The system can involve an e-commerce website to provide for sale or purchase of a desired font once a suitable match is located. While Ying states that limitations on the license or sale may be provided by the font vendor, Ying does not teach a method or system for distributing or managing fonts by rental involving the combination of features as claimed by applicants as set forth above. Ying provides no description as to how to

provide or implement or enforce a license or sale including limitations. Applicants invention is directed to particular methods and systems for distributing or managing fonts specifically on a rental basis.

Hayes is directed to a system and method for examining font files for corruption. To the extent Hayes describes sale of fonts, such is simply the purchase or license of a group of fonts or individual fonts. The sale may include a sampling period so that a user can sample a font prior to purchase. However, thereafter the user is prompted to purchase the font. A method or system for renting a desired font for a predetermined period of time and access is not described, only a preview and purchase system is described.

Nagy is applied solely with respect to the limitation of claim 4 as to debiting an account of a consumer. Nagy provides no teaching or suggestion as to a method or system for distributing or managing fonts on a rental basis as claimed by applicants.

Barron is applied solely with respect to the limitation in dependent claims 5, 14 and 21 as to encrypting or decrypting a font. Barron provides no teaching or suggestion as to a method or system for distributing or managing fonts on a rental basis as claimed by applicants.

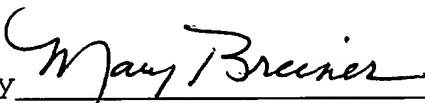
6484/USSN 10/621,275
Group Art Unit 2178

Accordingly, Ying, Hayes, Nagy and Barron, neither alone nor in combination, teach or suggest the claimed invention. Thus, the claimed invention is not anticipated or rendered obvious within the meaning of 35 U.S.C. §102 and §103. Withdrawal of the §102 and §103 rejections are, therefore, respectfully requested.

Reconsideration and formal allowance of the claims are respectfully requested.

Respectfully submitted,

WILLIAM N. DAVIS ET AL

By 
Mary J. Breiner, Attorney
Registration No. 33,161
BREINER & BREINER, L.L.C.
P.O. Box 19290
Alexandria, Virginia 22320-0290

Telephone: (703) 684-6885